



Tender Specifications

Procurement Contract for Economic Impact
Assessment of Public Investment in Health
R&D in Africa

Direct negotiated procedure with prior
publication

BEL21003-10138

**Deadline for submission of tenders: 16
December 2025, at 10:00 a.m. (Belgian
time)**

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1 General provisions

1.1 Derogations from the General Implementing Rules

The chapter 'Specific contractual and administrative provisions' of these Tender Specifications holds the specific administrative and contractual provisions that apply to this public contract as a complement or an elaboration of the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and concessions for public works.

These Tender Specifications also derogate from Article 19 of the Royal Decree (see point 4.4 below).

1.2 Contracting authority

The contracting authority of this public procurement contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this procurement contract, Enabel is represented by Ms Zaiha Arezki, Project Manager TES MAV +, and Ms Marie Sculier, Contract Support Manager – Global Projects, who are mandated to represent the company towards third parties.

1.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

1.4 Rules governing the procurement contract

The following regulations are notably applicable to this contract:

- The Law of June 17, 2016, concerning public procurement;
- The Law of June 17, 2013, regarding motivation, information, and remedies in the field of public procurement and certain works, supplies, and services contracts;

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.
² Belgian Official Gazette of 1 July 1999.

- The Royal Decree of April 18, 2017, regarding the award of public contracts in the classic sectors;
- The Royal Decree of January 14, 2013, establishing the general rules for the execution of public contracts.
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – ‘GDPR’), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

All Belgian regulations on procurement contracts can be consulted on <https://bosa.belgium.be/fr/themes/marches-publics/reglementation>.

These policies can be consulted on Enabel’s website via <https://www.enabel.be/content/integrity-desk>:

- Enabel’s Code of Conduct 2019;
- Enabel’s Policy regarding sexual exploitation and abuse – June 2019;
- Enabel’s Policy regarding fraud and corruption risk management – June 2019.

1.5 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this procurement contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: [GDPR Privacy notice - Enabel - Belgian Development Agency |](#)

1.6 Deontological obligations

1.6.1. Any failure to comply with one or more deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public procurement contracts for Enabel.

1.6.2. For the duration of the procurement contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

1.6.3. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse, and they must abide by the basic principles and guidelines laid down in this policy.

1.6.4. Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates procedure will lead to the rejection of the application or the tender.

1.6.5. Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

1.6.6. The contractor of the procurement contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

1.7 Applicable law and competent courts

The procurement contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good performance of this procurement contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

2 Subject-matter and scope of the procurement contract

2.1 Type of procurement contract

This procurement contract is a contract for services in the meaning of Article 2, 21°, of the Law of 17 June 2016 on public procurement.

2.2 Subject-matter of the procurement contract

This service procurement contract concerns the “Economic Impact Assessment of Public Investment in Health R&D in Africa”.

The scope and details of the required services are outlined in **Section 5** of these tender specifications.

2.3 Lots

This procurement contract is not divided into lots.

2.4 Particularities

2.4.1 Right to renounce the procedure

In accordance with Article 85 of the Law of June 17, 2016, the completion of a procedure does not imply the obligation to award a procurement contract. The contracting authority may either renounce the award of the procurement contract or redo the procedure, if necessary, using a different method, without having to pay compensation to the tenderers for any reason whatsoever.

2.4.2 Right to non-exclusivity

The conclusion of this procurement contract does not grant any exclusivity to the awardee. During the validity period of this contract, the contracting authority may have similar or analogous services to those described in the Tender Specifications performed by other service providers or by its own services. The awardee cannot claim any compensation for this.

2.5 Contract duration

The contract shall run from the first working day following the award notification until the acceptance of the services.

The assignment will take place between January 2026 and May 2026.

Tenderers shall propose an estimated duration for completing the assignment in their bid.

The exact schedule of the assignment will be determined in consultation between Enabel and the contractor after the award of the contract, in line with the schedule proposed in the tender.

2.6 Variants

There are neither required nor permitted variants.
Free variants are not permitted.

2.7 Option

There are neither required nor permitted options.
Free options are not permitted.

2.8 Prices

This procurement contract is concluded on a lump-sum basis. Accordingly, the amount proposed by the contractor must cover all services required for the proper performance of the contract, as described in the tender specifications.

Enabel has a maximum budget of EUR 163,000 (including VAT) for the execution of this contract. Tenderers are invited to take this into account when preparing their offer and are requested not to exceed this budget. This amount covers all services included in the contract, except for the costs referred to in point 3.5.5 “Elements not included in the price”, namely travel expenses and per diems. These costs will be reimbursed to the service provider in accordance with the calculation rules specified in that provision.

3 Award procedure

3.1 Procedure

In accordance with Article 41, §1, 1°, of the Law of 17 June 2016 on public procurement, this contract is awarded through a direct negotiated procedure with prior publication, provided that the estimated value of the services does not exceed EUR 221,000 (excluding VAT) for the entire duration of the contract.

3.2 Publication

3.2.1 Official publication

This procurement contract is published in the Bulletin des Adjudications.

3.2.2 Additional publication

This procurement contract is also published on Enabel's website.

3.3 Information

The awarding of this procurement contract is coordinated by Mr. Romain Mercenier, Procurement Officer – Global Projects, and Ms. Marie Sculier, Contract Support Manager – Global Projects. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service/this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Interested economic operators may ask questions concerning the Tender Specifications and the contract up to 5 days before the deadline for the submission of tenders. Questions must be submitted via the "Forum" on the e-Procurement Platform. The contracting authority will publish the answers on the forum as soon as possible. Tenderers are advised to regularly check this forum.

Until the notification of the award decision no information will be given about the evolution of the procedure.

The tenderer is to submit his tender after reading and taking into account any corrections made to the tender notice or Tender Specifications that are published on the e-Procurement platform.

In accordance with Article 81 of the Royal Decree of 18 April 2017, if an economic operator finds errors or omissions in the procurement documents, which make it impossible to him to establish prices or make a comparison of tenders ineffective, he will immediately report these in writing to the contracting authority. The latter is in any case notified no later than ten days before the deadline date for the submission of tenders.

3.4 Optional information session

Interested economic operators are invited to attend an **optional** information session organised by Enabel. During this session, they can ask for clarification of the procedure and content of the contract.

At the end of this information session, the contracting authority will publish the minutes on the website publicprocurement.be.

The information session will be organized via Teams on 1 December 2025, at 11:00 AM (Belgian time).

The meeting can be accessed using the following link and credentials:

Meeting ID: 314 506 556 310 80
Passcode: ZM7Gv7mK

The contracting authority draws the attention of tenderers to the fact that no link will be sent; only these codes will allow access to the information session.

3.5 Tender

3.5.1 Data to be included in the tender

The tenderer must use the tender forms provided in the annexes. If the tenderer chooses not to use these forms, they bear full responsibility for ensuring complete and exact correspondence between the documents submitted and the required forms.

The tender and the annex(es) to the tender forms shall be drawn up in French, Dutch, or English (according to the tenderer's choice).

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore not be divulged by the contracting authority.

3.5.2 Period the tender is valid

The tenderers are bound by their tender for a period of 90 calendar days from the reception deadline date.

The validity of the tender will be negotiated, if the deadline stated above is overrun.

3.5.3 Method for determining the prices

All prices given in the tender form must obligatorily be quoted in EURO.

This procurement contract is concluded on a lump-sum basis. Accordingly, the amount proposed by the contractor must cover all services required for the proper performance of the contract, as described in the tender specifications.

Prices are submitted in accordance with Article 32, § 3, of the Royal Decree of April 18, 2017. At the request of the contracting authority, the tenderer shall provide them, prior to the award of the contract, with all the information necessary to verify the prices offered.

In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

3.5.4 Elements included in the prices

3.5.4.1 Taxes and other levies

The service provider includes in his prices any charges and taxes generally applied to services, with the exception of VAT.

VAT is recorded as a separate item in the inventory.

In the context of the present contract, it should be borne in mind that the recipient of the services is based in Belgium.

The services are therefore subject to:

- Belgian VAT for a Belgian service provider;
- VAT in the service provider's country of origin for an EU service provider;
- Without VAT for non-EU service providers (unless local legislation provides otherwise).

It should also be borne in mind that Enabel is neither subject to VAT nor identified for VAT purposes.

The service provider must include all service-related costs in their unit prices.

The following costs in particular must be included in the prices:

- Honorary fees;
- Costs and charges for staff or equipment needed to perform this public contract,
- Participation in meetings;
- Administrative management and secretariat;
- Transport costs (e.g. shuttle to and from the airport) and travel expenses, with the exception of those mentioned below;
- Visa and passport fees;
- Vaccination and testing costs (for example, when a COVID-19 test is required);
- Insurance;
- If necessary, the measures imposed by legislation with regard to the health and safety of workers during the execution of their work;
- Communication costs (including internet);
- Copyright fees.

This list is merely illustrative and by no means exhaustive.

3.5.5 Elements not included in the prices

The following costs must not be included in the prices quoted:

- **Per diems** covering additional professional expenses (not private expenses) related to the mission in the intervention country (e.g., accommodation, meals, drinks, etc.). Per diems will be reimbursed based on a work schedule attached to the invoice and approved in advance by the managing official. Per diems must be calculated according to the rules set by Belgium's FPS Foreign Affairs: <https://www.ejustice.just.fgov.be/eli/arrete/2018/07/02/2018040199/moniteur>. Only per diems calculated in accordance with these rules will be reimbursed.
- **International air travel:** If and only if the expert does not reside in the intervention country, the cost of international air travel is covered. This includes international air tickets (and, if applicable, train travel to an international airport) between the expert's country of residence and the assignment location. These tickets must be booked by the service provider and will be reimbursed by Enabel (economy class only). **The service provider may invoice a maximum of €1,500 incl. VAT for all transportation costs for the entire duration of the mission.**

The itinerary must be chosen by the service provider based on the most logical combination of:

- The best acceptable route (considering the most direct path and minimizing CO₂ emissions);
- The lowest applicable fare (economy class);
- The travel dates needed to organize the assignment.

Please note:

- If the consultant is locally based, no transportation costs will be reimbursed;
- Aside from international air travel to and from the assignment location, no transportation costs will be reimbursed;
- Unit prices are paid for all the days actually worked, even if a weekend or public holiday, in accordance with the work schedule attached to the invoice and accepted in advance by the managing official.



3.5.6 How to submit tenders?

Tenderers are required to complete the tender forms attached to the Tender Specifications (section 6). If they choose not to use these forms, they bear full responsibility for ensuring that the documents they submit are in perfect conformity with the required form.

The tenderer may only submit one tender only per procurement contract.

The tenderer submits his tender via the e-procurement platform <https://www.publicprocurement.be/>, which ensures compliance with the conditions of Article 14, § 7, of the Law of June 17, 2016.

To be submit an offer, tenderers shall follow the instructions below:

	Step 1: Registrations via e-Procurement Tenderers must first register as a new user . After registering as a supplier, tenderers still need to create/add your enterprise . If already registered, tenderer may log in immediately.
	Step 2: Consulting the tender publication For reconsulting the tender publication in in the BDA (Bulletin of Tenders/Bulletin of Procurement) of the e-procurement platform, follow steps explained here: Searching the BDA and Information about the tender .
	Step 3: Submit For submitting request for participation, tenderers should follow the steps detailed here: How do I submit an offer / request for participation?

Tenders must be in possession of the contracting authority no later than 16 December 2025, at 10:00 AM (Belgian time).

The tenderer must not individually sign the offer and its annexes at the time of their upload to the platform. In accordance with Article 42, § 3, of the Royal Decree of April 18, 2017, these documents are collectively signed either by affixing an electronic signature (simple, advanced, or qualified) or by a manual signature on the submission report. Tenderers may choose between these signature methods. Only the signature affixed on the submission report is considered valid, excluding any other document. Only the submission reports relating to the initial offer and the final offer must be signed.

Additionally, tenderers must attach to their offer the articles of association, the mandate, or any other document demonstrating that the signatory of the submission report is authorized to bind the bidder vis-à-vis third parties.

For the procedure of qualified electronic signature, we invite you to consult the following link: [Entreprises - Signer votre offre/demande de participation \(service-now.com\)](#).

CAUTION

Before submitting their offer, it is advisable for tenderers to test the offer submission procedure via the e-Procurement website.

Further information can be obtained on the site <https://www.publicprocurement.be/> or by calling the e-procurement department helpdesk: +32 (0)2 740 80 00.

3.5.7 Selection of tenderers

3.5.7.1 Exclusion grounds

The mandatory and optional exclusion grounds are given in attachment to these Tender Specifications.

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The contracting authority will verify the exactitude of this Declaration on honour for the tenderer with the best tender.

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

3.5.7.2 Additional information regarding exclusion grounds

The mandatory and optional grounds for exclusion are detailed in the declaration of honor related to the "Know Your Counterparty Policy." The contracting authority is required to verify the absence of grounds for exclusion based on the following documents:

- A criminal record extract in the name of the tenderer (legal entity) or its representative (natural person) if no criminal record exists for legal entities;
- A document proving that the tenderer is in compliance with social security contributions, unless the contracting authority can directly obtain the relevant information by accessing a free national database in a member state of the European Union;
- A document proving that the tenderer is in compliance with tax obligations, unless the contracting authority can directly obtain the relevant information by accessing a free national database in a member state of the European Union;
- A document proving that the tenderer is not in a state of bankruptcy, liquidation, cessation of activities, or judicial reorganization, unless the contracting authority can directly obtain the relevant information by accessing a free national database in a member state of the European Union.

These documents do not need to be attached to the offer as the declaration of honor is accepted by the contracting authority as prima facie evidence in place of these documents. The contracting authority will subsequently verify the accuracy of the information contained in this document.

However, for documents that are not accessible through a free national database in a member state of the European Union, the tenderer must be able to provide proof within 3 business days following the contracting authority's request.

Therefore, it is highly recommended that tenderers do not wait for the contracting authority's request and promptly seek the necessary documents from the competent authorities in the country where they are established. Indeed, the processing times for obtaining certain documents can be lengthy.

3.5.7.3 Selection criteria

The tenderer must demonstrate that they have sufficient technical capacity to successfully carry out this public procurement contract.

To this end, the tenderer shall include the Curriculum Vitae (CVs) of the proposed expert(s). The tenderer may propose one or several experts. **For each proposed expert, the tenderer must demonstrate, as minimum qualifications, the possession of a bachelor's or master's degree.**

3.5.8 Evaluation of the offers

3.5.8.1 Overview of the procedure

In a first phase, the tenders submitted by the selected tenderers will be evaluated as to formal and material regularity.

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

In a second phase, the formally and materially regular tenders will be evaluated as to content. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and 'price/cost' award criteria. The tenderer who's regular BAFO is the best value for money will be appointed the contractor for this procurement contract.

The BAFOs of the tenderers with whom negotiations have been conducted will be evaluated as to their regularity. Irregular BAFOs will be excluded.

Only the regular BAFOs will be considered and assessed against the award criteria.

The contracting authority reserves the right to review the procedure set out above in line with the principle of processing equality and transparency.

3.5.8.2 Award criteria

The contracting authority will choose the regular offer that it finds to be most advantageous, taking account the following criteria:

3.5.8.2.1 First criterion – Price (30 points)

Tenderers shall complete the tender form referred to in Section 6.2 of the tender specifications and indicate the proposed lump-sum price.

The offer with the lowest lump sum price will receive the maximum number of points.

For the other offers, this criterion will be evaluated based on the following proportionality rule:

$$B = [P(\text{lowest}) / P(\text{bid})] \times Z$$

where:

B = the number of points awarded to the bid under consideration;

P(lowest) = the amount of the lowest regular bid;

P(bid) = the amount of the bid under consideration;

Z = the weighting for the price criterion.

Prices will be compared including VAT.

As a reminder, Enabel has a maximum budget of EUR 163,000 (including VAT) for the execution of this contract. Tenderers are requested to take this into account when preparing their offer and to ensure that their proposed total price does not exceed this budget. This amount covers all services included in the contract, except for the costs referred to in point 3.5.5 “Elements not included in the price”, namely travel expenses and per diems. These costs will be reimbursed to the service provider in accordance with the calculation rules specified in that provision.

3.5.8.2.2 Second criterion – Methodology (50 points)

The tenderer must submit a technical note (maximum 20 pages) outlining their understanding of the assignment and its objectives, describing the proposed methodology for conducting the literature review and assessing the economic impacts for Africa, and presenting a clear work plan and timeline.

It should also explain how the findings will be translated into advocacy tools and communication products for Africa CDC. Furthermore, the note should summarize the team composition, roles, and relevant experience for delivering the assignment.

Finally, the tenderer must explain how their team will work to ensure close collaboration with the technical staff, taking into account that the Africa CDC Science Directorate is based in Addis Ababa (Ethiopia). In this regard, the tenderer shall describe how they intend to comply with the requirement set out in point 5.4 of the tender specifications, namely:

‘The consultant(s) will be based 25–50% of the time at the Africa CDC Science Directorate in Addis Ababa, Ethiopia, to ensure close collaboration with technical staff and access to relevant data and partners. Alternative work arrangements may be acceptable provided they ensure sufficient in-person presence at the Africa CDC office and meaningful engagement with the team in accordance with the agreed travel and work plan.’

The tenderer may therefore either commit, in their offer, to ensuring a minimum presence of 25–50% in Addis Ababa, or present alternative arrangements and explain how these will meet the mission’s requirements.

3.5.8.2.3 Third criterion – Quality of expertise (based on CVs) (20 points)

To assess the offers against the experience-related criteria, tenderers must provide a detailed profile of the proposed expert(s) responsible for implementing this procurement contract. This must include a Curriculum Vitae (CV) outlining the experts' qualifications and relevant experience in areas directly related to the assignment. The following areas must be particularly well developed:

General professional experience

- Professional experience in economic analysis, public policy, or macroeconomic modelling.
- Professional experience in policy analysis, advocacy, or strategic communications.

Specific professional experience

- Experience in cost-benefit analysis or economic impact assessments related to health or R&D investments, ideally in Africa.
- Experience in preparing strategic reports.
- Experience in developing evidence-based advocacy tools, engaging with policymakers, and translating technical evidence into policy recommendations, preferably in African contexts.

The tenderer may propose one or several experts. If a team is proposed, it may be composed of individual consultants or structured as a partnership between consulting firms, research groups, or institutions, provided that the best approach combines expertise that adequately covers both technical economic modelling and policy/advocacy translation.

3.5.8.3 Final score

The procurement contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the control shows that the Declaration on honour corresponds with reality.

Notice though that in accordance with Article 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the procurement contract.

The contracting authority may either decide not to award the procurement contract; either redo the procedure, if necessary, through another award procedure.

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public procurement contract as a derogation of the 'General Implementing Rules for public procurement contracts' of the Royal Decree of 14 January 2013, or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

These Tender Specifications derogate from article 19 of the General Implementing Rules – GIR established in the Royal Decree of 14.01.2013.

4.1 Managing official (Art. 11)

The managing official is Ms Zaïha Arezki, Project manager TESS MAV +, zaiha.arezki@enabel.be.

Once the procurement contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the procurement contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the contract.

The managing official is fully competent for the follow-up of the satisfactory performance of the procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. (S)he may order any modifications to the procurement contract with regards to its subject-matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the procurement contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under The contracting authority.

Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

4.2 Confidentiality (art. 18)

The knowledge and information gathered by the tenderer under the framework of this procurement contract is strictly confidential.

Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

The tenderer is therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this procurement contract. Confidential information covers the very existence of this procurement contract, without this list being limited. Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.3 Protection of personal data

4.3.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

4.3.2 Processing of personal data by a processor

During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.

For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the processor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the processor (Article 28 §3 of the GDPR).

4.4 Intellectual property (Art. 19 to 23)

All works, deliverables, documents, developments, tools, databases, analyses, and any other results created, developed, or used during the execution of the contract (“the Results”) shall be co-owned by Africa CDC, the contracting authority (Enabel), and the contractor.

Each co-owner shall have the right to use, reproduce, adapt, modify, exploit, and disseminate the Results, non-exclusively, without time limitation, and at no additional cost, for any purpose related to its institutional mandate and to the performance, management, or monitoring of the contract.

The contractor guarantees that it holds all necessary rights to enable this co-ownership. If parts of the Results were created by third parties, the contractor warrants that it has secured all required rights so that co-ownership can be granted or, where co-ownership is not legally possible, provides Africa CDC and the contracting authority with a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence to use these elements and their derivatives.

All costs relating to the acquisition of rights, licences, or authorizations are deemed to be included in the contract price.

The contractor remains solely responsible for the use of any patents, licences, copyrights, or other rights required for performing the contract and shall indemnify Africa CDC and the contracting authority against any third-party claims.

Where the contractor relies on pre-existing intellectual property (such as models, templates, databases), the contractor grants Africa CDC and the contracting authority a royalty-free, perpetual, non-exclusive licence to use, reproduce, modify, and exploit such pre-existing elements solely for the purposes of the contract and for internal use.

4.5 Subcontractors (Art. 12 to 15)

Except with the express prior agreement of the contracting authority, the service provider may not entrust all or part of the assignment described in these Tender Specifications to a subcontractor other than the one announced in his tender.

Where all or part of the public contract services are entrusted to one or more subcontractors, the contractor remains, in all cases, solely liable to the contracting authority.

The contractor will be responsible for the management and coordination and bear the costs of their fees and all related costs.

No later than the start of performance of the contract, the contractor must provide the contracting authority with the following information: the name, contact details and legal representatives of all subcontractors, regardless of the extent to which they participate in the subcontracting chain and regardless of their place in this chain. Throughout the course of the public contract, the contractor is required to inform the contracting authority without delay of any changes to this information and of the information required for any new subcontractor who subsequently participates in these services.

A subcontractor is forbidden to subcontract the whole of the public contract entrusted to it.

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR).

The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.6 Performance bond (Art. 25 to 33)

For this procurement contract no performance bond is required.

4.7 Conformity of performance (Art. 34)

The works, supplies and services must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the works, supplies and services must comply in all aspects with good practice.

4.8 Changes to the procurement contract (Art. 37 to 38/19)

According to Articles 38 and subsequent provisions of the Royal Decree of January 14, 2013, procurement contracts cannot be modified without initiating a new procurement procedure, except in cases outlined in Articles 38/1 (additional services), 38/2 (unforeseeable circumstances involving the contracting authority), 38/3 (contractor replacement), 38/4

(minor modifications), and 38/5 and 38/6 (non-substantial modifications).

Furthermore, these Tender Specifications includes the following re-examination clauses:

1. Impositions affecting the contract amount (art. 38/8);
2. Unforeseeable circumstances detrimental to the contractor (art. 38/9);
3. Unforeseeable circumstances favourable to the contractor (art. 38/10);
4. Acts of the contracting authority and the awardee (art. 38/11);
5. Compensation for suspensions ordered by the contracting authority and incidents during the procedure (art. 38/12).

A decision of the Belgian State to terminate cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this public contract, Enabel will do everything reasonable to obtain a maximum damage sum.

Special Reassessment Clause – Replacement of an expert

The contractor may propose the replacement of an expert, subject to the following conditions and procedures:

- The contractor must submit the Curriculum Vitae of the proposed expert to the contract manager, accompanied by a statement confirming the expert's consent to provide services on behalf of the economic operator concerned.
- The proposed expert must meet the minimum requirements detailed in these tender specifications.
- The replacement will only be accepted if the proposed consultant satisfies these conditions.

The contracting authority reserves the right to accept or reject the proposed replacement expert, even if the above conditions are met.

In case of rejection of the proposed consultant, the contractor may either retain one of the originally proposed consultants or submit a new candidate profile.

4.9 Zero tolerance Sexual exploitation and abuse

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

This clause is without prejudice to the possible application of other measures as of right provided in the GIR, namely the unilateral termination of the procurement contract and/or the exclusion of procurement contracts of the contracting authority for a determined duration.

4.10 End of the procurement contract

4.10.1 Acceptance of the services performed (Art. 64-65 and 156)

Only services that have been properly executed may be invoiced.

Once the contracting authority has received the list of services performed and/or the invoice, and the performance of the services has been verified in accordance with the procedures set out in the contract documents, it shall carry out the necessary checks, perform the acceptance formalities, and notify the service provider of the outcome. Verification of the services performed shall be carried out within the 30-day processing period referred to in the first paragraph of Article 160 of the Royal Decree of 14 January 2013.

If the services are completed before or after this date, the service provider shall inform the contracting authority's representative in writing and request that the acceptance procedure be initiated.

The acceptance thus issued shall be deemed final.

4.10.2 Invoicing and payment of services (Art. 66 to 72 – 160)

4.10.2.1 Generalities

The contracting authority shall verify and pay the amount due to the service provider within thirty days from the date on which it is established that the services (or part thereof) have been completed. Payment can only be made if the contracting authority is in possession of the duly established invoice, the list of services provided, and any other required documents. Only services executed correctly may be invoiced.

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

To the attention of Mrs. Sofia Imad, Sector & Thematic expert – TESS MAV +
(sofia.imad@enabel.be) and ines.boudghene@enabel.be
Rue Haute 147
1000 Brussels
Belgium

Invoices must be denominated in EURO.

4.10.2.2 Payment Tranches & Schedule

The assignment is planned to take place between January 2026 and May 2026.

Below you will find a suggested timeframe. The deliverables must be approved by Enabel before the consultant can proceed to the next phases of this assignment.

For each deliverable, the contractor may claim a corresponding payment according to the instalments specified.

This payment is subject to the submission of a detailed statement of the services performed and the deliverables produced. This will result in the issuance of a partial acceptance report (*procès-verbal de réception partiel*).

If the services are validated, the contractor may submit an invoice corresponding to the percentage of the total contract amount indicated below.

Tranche	Deliverable	Payment %
1	Inception Report & Presentation of Preliminary Findings	15 %
2	Comprehensive Literature Review and Analytical Report	35 %
3	Policy & Advocacy Package	50 %

Note: Deliverables may be adjusted based on need / opportunity

4.10.3 Advance payment

Under Article 12/1, paragraph 2, 1° of the Law of June 17, 2016, an advance may be granted to the contractor upon request. However, the payment of the advance is conditional upon the submission of a dated written request.

The amount of the advance is 15% of the initial value of the contract, including all taxes.

The payment of the advance may be suspended if it is found that the successful tenderer is not complying with their contractual obligations or is violating the provisions of Article 7 of the Law of June 17, 2016.

The advance granted will be deducted from the amounts owed to the successful tenderer as follows:

- The first half of the advance will be deducted from the amounts owed to the contractor when the value of the services performed reaches 30% of the initial contract value;
- The second half of the advance will be deducted from the amounts owed to the contractor when the value of the services performed reaches 60% of the initial contract value.

4.11 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this procurement contract. French or Dutch are the languages of proceedings.

In case of 'litigation', i.e. court action, correspondence must (also) be sent to the following address:

Enabel, public-law company
Global Procurement Services
To the attention of Mrs Laura Jacobs
Manager Global Procurement Services
Rue Haute, 147
1000 Brussels, Belgium

5 Terms of Reference

5.1 Background and rationale

Background

Health research and development (R&D) is a critical driver of innovation, resilience, and economic growth. Yet Africa remains significantly underrepresented in global R&D investment. According to IQVIA, out of 20,825 clinical trials initiated globally in 2023, only 819 (4%) were conducted in African countries. Despite comprising 15% of the world's population, Africa accounted for just 1.1% of global R&D investments in 2016.

While the African Union committed in 2007 to allocate at least 1% of GDP to R&D, the continent's average remains only 0.45%, well below the global average of 1.7%. Less than 10 of 52 countries invest more than 0.6% of GDP in R&D, with South Africa, Nigeria, and Egypt together accounting for nearly two-thirds of Africa's R&D expenditure. In addition, much of this investment is externally funded, leaving national health research systems vulnerable to shifting donor priorities.

The impact of investing in R&D Global evidence demonstrates that investing in health R&D yields exceptional returns.

Studies indicate that every \$1 invested in global health product R&D generates \$405 in health and economic benefits. Government health R&D has a ripple effect beyond direct health outcomes: supporting job creation, workforce development, regional collaboration, reduced reliance on imports, and incentivizing private health R&D.

The absence of sufficient investment carries major costs: higher morbidity and mortality, strained health systems, brain drain of skilled professionals, worsening trade imbalances, and missed opportunities for technological leadership.

Rationale

Despite clear global and country-level evidence, Africa lacks robust economic models demonstrating the return on investment (ROI) from health R&D at the continental level. As part of a broader effort by the Africa CDC to support Member States in increasing domestic investment in health R&D, this consultancy will help generate the evidence needed to guide policy dialogue and resource allocation.

To effectively advocate with policymakers and ministries of finance, Africa needs tailored, continental, and possibly country-level, macroeconomic modeling to demonstrate:

- The potential GDP, employment, and trade benefits of increased health R&D.
- The complementary role of public R&D in stimulating private sector investment and innovation.
- The costs of inaction, including foregone growth, dependence on imports, and brain drain.

5.2 Objectives and expected results

General Objective	To support the Africa CDC Science Directorate in developing a robust, evidence-based economic case for increasing public domestic investment in health research and development (R&D) across African Union Member States through macroeconomic modelling and policy analysis.
Specific Objectives	<ol style="list-style-type: none"> 1. To conduct a comprehensive literature review of existing global and regional studies on the economic and social returns of public investment in health R&D. 2. To synthesize and adapt findings from the global evidence base to infer the potential macroeconomic impacts of increased health R&D investment in Africa, including the costs of inaction. 3. To develop evidence-based advocacy and communication tools that the Africa CDC Science Directorate can use to engage policymakers, ministries of finance, and other regional and international stakeholders.
Activities	<ul style="list-style-type: none"> • Desk Review and Evidence Synthesis <ul style="list-style-type: none"> ○ Conduct a systematic review of global, regional, and country-level studies, across income group level, assessing the economic impact of R&D (including public and health-specific R&D). ○ Identify key determinants influencing variations in impact (e.g., institutional capacity, private sector complementarity, funding mechanisms). • Analysis and Inference for the African Context <ul style="list-style-type: none"> ○ Model potential economic effects for Africa under different investment scenarios (e.g., no change, achieving 1% GDP target). ○ Identify data gaps, contextual factors, and enabling conditions necessary to maximize the impact of health R&D investment in Africa. ○ Develop short analytical notes linking R&D investment to broader development priorities such as employment, innovation, and trade balance. • Advocacy and Communication Outputs <ul style="list-style-type: none"> ○ Translate technical findings into user-friendly advocacy materials (e.g. infographics, slide decks, and policy briefs) for Africa CDC.

	<ul style="list-style-type: none"> ○ Present key findings and insights at the Africa CDC Science and Innovation Conference (January 2026) and other relevant forums. ○ Provide tailored recommendations on how Africa CDC can integrate economic evidence into policy dialogues and funding discussions.
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5.3 Deliverables

<ol style="list-style-type: none"> 1. Inception Report <ol style="list-style-type: none"> a. Detailed methodology - including definitions and scope - and work plan of the analysis. 2. Presentation of Findings <ol style="list-style-type: none"> a. Summary of initial literature review results and key data insights presented at the Africa CDC Science and Innovation Conference planned in January 2026. b. Present the final findings during a side-event in May 2026 3. Comprehensive Literature Review and Analytical Report <ol style="list-style-type: none"> a. Synthesis of international and regional evidence on the economic and social impact of health R&D. b. Model scenarios for Africa's potential ROI and opportunity costs of inaction. 4. Policy and Advocacy Package <ol style="list-style-type: none"> a. Policy briefs, infographics, and slide decks tailored for ministries of finance, science, and health. b. Recommendations for integrating economic evidence into Africa CDC's advocacy and engagement strategy.

5.4 Planning

Location	'The consultant(s) will be based 25–50% of the time at the Africa CDC Science Directorate in Addis Ababa, Ethiopia, to ensure close collaboration with technical staff and access to relevant data and partners. Alternative work arrangements may be acceptable provided they ensure sufficient in-person presence at the Africa CDC office and meaningful engagement with the team in accordance with the agreed travel and work plan.
Time Frame & Deadline	01 January to 31 May 2026 (provisional)
Timing for the Deliverables	<ol style="list-style-type: none"> 1. Inception Report – 30 January 2026 2. Presentation of Preliminary Findings – 30 January 2026 3. Comprehensive Literature Review and Analytical Report – 30 April 2026

	4. Policy and Advocacy Package – 31 May 2026
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6 Forms

6.1 Identification forms

6.1.1 Private/public law body with legal form

OFFICIAL NAME	
ABBREVIATION	
BUSINESS NAME (if different)	
LEGAL FORM	
ORGANISATION TYPE (FOR PROFIT OR NOT FOR PROFIT, NGO)	
MAIN REGISTRATION NUMBER /SECONDARY REGISTRATION NUMBER (if applicable)	
PLACE OF MAIN REGISTRATION	
CITY COUNTRY	
DATE OF MAIN REGISTRATION:	
DD/MM/YYYY	
VAT NUMBER	
ADRESS HEAD OFFICE	
POSTCODE, P.O. BOX	
CITY	
COUNTRY	
CONTACT PERSON	
PHONE	
EMAIL	
DATE	SIGNATURE OF AUTHORIZED REPRESENTATIVE

6.1.2 Natural person

I. PERSONAL DATA FAMILY NAME(S)① FIRST NAME(S)① DATE OF BIRTH JJ MM YYYY PLACE OF BIRTH COUNTRY OF BIRTH (CITY, VILLAGE) TYPE OF IDENTITY DOCUMENT IDENTITY CARD PASSPORT DRIVING LICENCE② OTHER③ ISSUING COUNTRY IDENTITY DOCUMENT NUMBER PERSONAL IDENTIFICATION NUMBER④ PERMANENT PRIVATE ADDRESS POSTCODE P.O. BOX CITY REGION ⑤ COUNTRY PRIVATE PHONE PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of official supporting documents	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies ? YES NO	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY
DATE	SIGNATURE

① As indicated on the official document.

② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

③ Failing other identity documents: residence permit or diplomatic passport.

④ See table with corresponding denominations by country.

⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

6.2 Tender Form – price

By submitting this bid, the tenderer undertakes to execute this contract in accordance with the provisions of the present special specifications and explicitly declares to accept all the conditions listed in this document and to waive any possible derogatory provisions, such as their own conditions.

The unit prices are established with full knowledge of the facts. The service provider includes in its unit prices all costs and taxes generally applicable to the services.

Services covered by the contract	Total lump-sum price excluding VAT (EUR)	Total lump-sum price including VAT (EUR)
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All services included in the contract

As a reminder, Enabel has a maximum budget of EUR 163,000 (including VAT) for the execution of this contract. Tenderers are requested to take this into account when preparing their offer and to ensure that their proposed total price does not exceed this budget. This amount covers all services included in the contract, except for the costs referred to in point 3.5.5 “Elements not included in the price”, namely travel expenses and per diems. These costs will be reimbursed to the service provider in accordance with the calculation rules specified in that provision.

Certified true and accurate,

Done at on

6.3 Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer declare that the tenderer is not in any of the following cases of exclusion:

1. The tenderer nor any of his directors was found guilty following **an infeasible judgement** for one of the following offences:
 - 1° involvement in a **criminal organisation**
 - 2° **corruption**
 - 3° **fraud**
 - 4° **terrorist offence**, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° **money laundering or financing of terrorism**
 - 6° **child labour** and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creation of a shell company.

The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement (or the end of the offence for 7°).

2. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions**, i.e. Late payment for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
3. The tenderer is in **a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation** or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.
4. The tenderer or one of his directors has committed **serious professional misconduct which calls into question their integrity**.

The following are considered serious professional misconduct, among others:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
https://www.enabel.be/app/uploads/2022/11/Exploitation_Abus_Sexuel_Policy_FR.pdf
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
https://www.enabel.be/app/uploads/2022/11/Fraude_Corruption_Policy_FR.pdf
- c. A breach of a legal regulatory provision applicable in the country of performance of the services regarding sexual harassment on the work floor;
- d. The tenderer was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information;

- e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements, or entered into arrangements to distort competition.

The presence of this tenderer on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

- 5. When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6. When **significant or persistent failures** by the tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a past contract concluded with Enabel or another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction. Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.

- 7. The tenderer or one of his directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions – consolidated list:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorierie/services-et-activit%C3%A9s-0

I have / we have read and understood the articles about deontology of this procurement contract (see 1.6) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

Date
Place
Signature

6.4 Overview of the documents to be submitted

1. Forms:

- a) Identification forms (Section 6.1)
- b) Tender form – price (Section 6.2)
- c) Declaration on honour – exclusion criteria (Section 6.3)

2. Documents allowing the analysis of the award criteria (Section 3.5.8.2), namely:

- a) The methodological note
- b) The CV of the proposed expert(s)

Attention:

The contracting authority is required to verify the absence of exclusion grounds concerning the prospective awardee, on the basis of the following supporting documents:

- A criminal record extract in the name of the tenderer (legal entity) or its representative (natural person) if no criminal record exists for legal entities.
- A document proving that the tenderer is in compliance with social security contributions.
- A document proving that the tenderer is in compliance with tax obligations.
- A document proving that the tenderer is not in a state of bankruptcy, liquidation, cessation of activities, or judicial reorganization.

These documents do not need to be attached to the offer as the declaration of honor is accepted by the contracting authority as prima facie evidence in place of these documents.

However, for documents that are not accessible through a free national database in a member state of the European Union, the tenderer must be able to provide proof within 3 business days following the contracting authority's request. Therefore, it is highly recommended that tenderers do not wait for the contracting authority's request and promptly seek the necessary documents from the competent authorities in the country where they are established. Indeed, the processing times for obtaining certain documents can be lengthy.

7 Formal approval of the tender specifications and launch decision

The approval of these tender specifications constitutes the decision to launch the procedure and serves as agreement to its terms and conditions.

Done in Brussels, on 25 November 2025,

Zaiha AREZKI

[Zaiha AREZKI \(Nov 25, 2025 16:34:07 GMT+1\)](#)

Zaiha Arezki

Project Manager – TESS MAV +

Marie
SCULIER

Digitally signed by Marie
SCULIER
Date: 2025.11.25 15:09:38
+01'00'

Marie Sculier

Contract Support Manager – Global Projects